unpaid portion of his subscription, the courts have held that the creditors of the corporation have acquired rights which are superior to those of the subscriber, and consequently have refused to allow the defense. *Franty* v. *Wauwatosa Park Co.,* 99 Wis. 40; *Regener* v. *Hubbard,* 56 N. Y. S. 173; *Martin* v. *South Salem Land Co.,* 94 Va. 28, 26 S. E. 591; *Ross-Meehan Brake-Shoe Foundry Co.* v. *Southern etc. Iron Co.,* 72 Fed. 957. In the principal case, however, the court says that the subscriber is not barred from his defense, "merely because the action was delayed until after the corporation had gone into the hands of a receiver. If the respondent had a defense against a suit to recover on the unpaid balance by the corporation itself, he had a like defense against a suit by the receiver of this corporation, unless of course he has committed some affirmative act subsequent to serving his notice of rescission which would estop him from making the defense—no mere delay on his part would work that result."

ELECTIONS—QUALIFICATIONS OF VOTERS—GRANDFATHER CLAUSE.—In an action by one of African descent against election officers the question was as to the constitutionality of the provisions of paragraph 4a, of article 3 (§ 46, WILLIAMS' ANNOTATED CONSTITUTION OF OKLAHOMA) imposing an educational test as a prerequisite to the right to vote, for all persons except those who, at any time prior to January 1, 1866, were entitled to vote under any form of government, or who at that time resided in some foreign nation, and the lineal descendants of such persons. It was contended that these provisions were repugnant to the fourteenth and fifteenth amendments to the Constitution of the United States, and to the enabling act under which Oklahoma became a state. *Held,* constitutional, *Cofield* v. *Farrell et al.* (Okl., 1913) 134 Pac. 407.

There is some question as to the constitutionality of these so-called Grandfather Clauses which are found in the constitutions and legislative enactments of several of the Southern states, inasmuch as the United States Supreme Court has never directly passed upon them. In a case which came up in the United States Circuit Court for the district of Maryland, a very similar provision was held to be in contravention of the fifteenth amendment. The Maryland statute provided for the registration, among others, of all citizens who prior to 1868 were entitled to vote in any state of the union, and the lawful descendants of such persons. The court held that even though it did not in terms discriminate against the negro, yet it did in effect disfranchise him, and was therefore unconstitutional as being a discrimination on account of a previous condition of servitude, *Anderson* v. *Meyers,* 182 Fed. 223. There is little question that these provisions do violate the spirit of the fifteenth amendment. The only difficulty lies in determining whether the court should look behind the letter of the law and set it aside on account of its real purpose and effect. In a case arising in California, which involved the constitutionality of an ordinance that in effect, though not in terms, discriminated against Chinese laundrymen, the court held it could not inquire into the motives of legislators in enacting laws, except as they may be disclosed on the face of the act or inferable from its operation, considered with reference

to the conditions of the country and existing legislation, *Soon King* v. *Crowley,* 113 U. S. 703. See also *Williams* v. *Mississippi,* 170 U. S. 213, and *Pope* v. *Williams,* 193 U. S. 621.

EQUITY—INJUNCTION TO PREVENT DISCLOSURE OF SECRET PROCESS.—Plaintiffs, manufacturers of size by a secret process, sought to enjoin defendant, a former employee, from using the secret process or any part thereof himself, and from disclosing to any other person or firm any information with respect thereto. *Held,* that equity will enjoin an ex-employee from using or divulging trade secrets of his former employer which such employee has become acquainted with during a term of confidential employment. *Amber Size & Chemical Co.* v. *Menzel* [1913] 2 Ch. 239.

The law is well settled, both in this country and in England, that where there has been an express contract by the former employee that he will not disclose, equity will enforce performance of this contract by injunction. *Thum Co.* v. *Tloczynski,* 114 Mich. 149, 38 L. R. A. 200, *Taylor Iron & Steel Co.* v. *Nichols,* 70 N. J. Eq. 541, 65 Atl. 695. Where there is no express contract, but one is implied merely from the confidential relationship, there seems to be no doubt that the same rule applies: *Tuck & Sons* v. *Priester,* 19 Q. B. D. 629; *Mahler* v. *Sanche,* 121 Ill. App. 247; *Morison* v. *Moat,* 9 Hare 241; *Robb* v. *Green* [1895] 2 Q. B. 1. One of the defenses which the ex-servant interposed in the principal case was that the court should not enjoin the use of a secret process, the particulars of which it does not know, as it would have no means of enforcing the injunction, and if the secrets were disclosed during the trial, this would render the injunction nugatory, as suggested by Lord ELDON in *Newbery* v. *James,* 2 Mer. 446, and *Williams* v. *Williams,* 3 Mer. 157. Commenting on this defense, the court says that the plaintiff has made it more difficult for his opponents as well as the court, by not disclosing the secret processes. But if the defendant should disregard the injunction, the plaintiffs could then, under proper safeguards to protect them from disclosure, reveal the details of the processes to the court. In *Stone* v. *Goss,* 65 N. J. Eq. 756, 55 Atl. 736, the same defense was interposed, but the court met the difficulty by taking testimony *in camera,* and printing only enough copies of that portion of the evidence to supply the members of the court; the court held that such a disclosure was no publication to the world, and although it may have endangered the complainants' secret, it did not deprive them of the right to enjoin the defendants from making use of it. And in *Taylor Iron & Steel Co.* v. *Nichols, supra,* when the defendant, in cross-examining plaintiff's witnesses, asked questions, which, if answered, would have disclosed the secrets, the same court held that the questions need not be answered since completing the answers would defeat the very purpose of the suit. The desire of the complainants not to disclose the secrets should be respected, for the complainants need only satisfy the court that they have such a secret as equity should aid them in preserving. The court in the principal case evidently went on the same ground, for there the plaintiff was not forced to disclose the secrets, having proved to the court by a sufficiency of evidence that he had secrets which equity should aid him in keeping.